



## **Same-Sex Domestic Partnership Benefit Coverage**

This Packet Includes:  
Enrollment Form  
Eligibility Information  
Questions and Answers  
Tuition Waiver Benefits  
Declaration of Tax Dependency  
Affidavit of Domestic Partnership  
Declaration of Termination of Domestic Partnership

USNH Staff Electing Domestic Partner Coverage

You have requested to elect Domestic Partner Coverage for medical and/or dental coverage. When electing domestic partner coverage, your deduction will reflect the pre-tax cost, any after-tax deduction and imputed income for electing the coverage level.

This form, along with your Personalized Enrollment Form must be returned to your Campus Human Resource Office. If you require additional information, please feel free to contact your campus Human Resource Office.

**Please put an (X) the box that applies to you and your same sex domestic partner.**

**MEDICAL**

	I do not cover a Domestic Partner for medical coverage.
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**Employee Info:**

**Domestic Partner Info:**

	Single (Self)	<b>Plus:</b>		One domestic partner
				One domestic partner and partner's 1 child
				One domestic partner and partner's children
	2 Person (Self + your child)	<b>Plus:</b>		One domestic partner
				One domestic partner and partner's 1 child
				One domestic partner and partner's children
	Family (Self + your children)	<b>Plus:</b>		One domestic partner
				One domestic partner and partner's 1 child
				One domestic partner and partner's children

**DENTAL**

	I do not cover a Domestic Partner for dental coverage
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**Employee Info:**

**Domestic Partner Info:**

	Single (Self)	<b>Plus:</b>		One domestic partner
				One domestic partner and partner's 1 child
	2 Person (Self + your child)	<b>Plus:</b>		One domestic partner
				One domestic partner and partner's 1 child
				One domestic partner and partner's children
	Family (Self + your children)	<b>Plus:</b>		One domestic partner
				One domestic partner and partner's 1 child
				One domestic partner and partner's children

Signed \_\_\_\_\_

Date \_\_\_\_\_

Printed name \_\_\_\_\_

Campus Phone Number \_\_\_\_\_

## Same-Sex Domestic Partner Benefit Eligibility

The University System is committed to a policy of nondiscrimination and equal opportunity for all persons regardless of race, gender, color, religion, creed, national origin or ancestry, age, marital status, sexual orientation, disability, or veteran status. USNH values and promotes diversity for faculty and staff by extending benefits programs to same-sex domestic partners.

A qualified same-sex domestic partner, as defined below, may apply for medical, dental and/or tuition waiver benefits under the University System of New Hampshire (USNH). Eligibility for same-sex domestic partner coverage requires the USNH faculty/staff member to complete and file with the USNH Benefits Office an "Affidavit of Same-Sex Domestic Partnership," in which they attest that:

- The partners are of the same gender, at least 18 years of age, and are mentally competent to consent to contract;
- They are each other's sole same-sex domestic partner, responsible for each other's common welfare and financial obligations;
- Neither party is married, the same-sex domestic partner must not qualify for coverage as a common law spouse, nor are the partners related by blood to a degree that would prohibit marriage in the State of New Hampshire;
- The partnership must have been in existence for the past six (6) consecutive months prior to filing the Affidavit of Same-Sex Domestic Partnership.

In addition, **two** (2) of the following conditions must exist for the same-sex domestic partner (the faculty/staff member may be asked to produce confirming documentation):

1. The same-sex domestic partner has a common or joint ownership of a residence (home, condo, mobile home).
2. The same-sex domestic partner has at least two of the following arrangements:
  - Joint ownership of a motor vehicle
  - Joint bank account(s)
  - Joint credit card account
  - A lease for a residence identifying both domestic partners as tenants
3. The same-sex domestic partner has been designated as:
  - A beneficiary of the faculty/staff member's USNH life insurance coverage or
  - Has been designated as a beneficiary for the death benefit payable from the faculty/staff member's retirement annuity contract or
  - The USNH faculty/staff member declares that the domestic partner is identified as a primary beneficiary in his/her will/trust.
4. The same-sex domestic partner has executed a "relationship contract" which obligates each of the parties to provide support for the other party and provides, in the event of termination of the domestic partnership, for a substantially equal division of any property acquired during the relationship.

Same-Sex Domestic Partner Benefit Eligibility  
ADDITIONAL PROVISIONS

Please note the following additional provisions in regard to obtaining, maintaining, and terminating same-sex domestic partner benefit coverage:

- *NOTIFICATION OF CHANGES* ~ The parties must agree to notify their Campus Human Resources office of any change in circumstance which had been attested to in the documents qualifying a person for coverage as a same-sex domestic partner.
- *LIABILITY FOR FALSE STATEMENTS* ~ If any company associated with USNH suffers a loss because of a false statement contained in the documents submitted in connection with coverage for a same-sex domestic partner, or as a consequence of the failure to notify the campus Human Resources office of a changed circumstance, the company or USNH will be entitled to recover reasonable attorney fees in addition to damages for all such losses.
- *TERMINATION* ~ Either member of a same-sex domestic partnership must file a statement with their Campus Human Resources office indicating the relationship has ended. A copy of this declaration will be mailed to the other partner unless both have signed the termination statement. At that time, both partners will also receive notification of the cessation of their same-sex domestic partner benefit coverage. The USNH faculty/staff member's benefit coverage will continue under their new election.
- *WAITING PERIOD* ~ Following the termination of a same-sex domestic partnership, a six-month (6) period must elapse before a USNH faculty/staff member is eligible to designate a new same-sex domestic partner for benefit coverage.
- *CONFIDENTIALITY* ~ The USNH Benefits Office and Campus Human Resources Offices will utilize any documentation given pertaining to a same-sex domestic partnership solely for the purpose of determining eligibility for benefit coverage. Information received for this purpose will be held confidential, and is subject to disclosure only upon expressed written authorization or pursuant to a court order.
- *IMPUTED INCOME* ~ The additional same-sex domestic partner coverage is considered a taxable benefit under IRS regulations if you do not claim your same-sex domestic partner or your partner's child on your income tax return. The amount to be included to your income is the fair market value of the benefit and USNH is required to withhold appropriate taxes via payroll.

*Please refer to your Campus Human Resources office for further details or clarification of same-sex domestic partner coverage and eligibility.*

## Same-Sex Domestic Partner Benefit Coverage QUESTIONS AND ANSWERS

### 1. **Who is eligible for coverage?**

If you are eligible for and enrolled in benefits at the University System of New Hampshire (USNH), you can cover your same-sex Domestic Partner. To be eligible, you and your same-sex domestic partner must meet the following criteria:

- The partners must be of the same gender;
- The partners must have been each other's sole partner for at least six (6) months and plan to remain so indefinitely;
- Neither partner is legally married, or related by blood to a degree that would prohibit marriage, nor allowed to legally marry each other in the State of New Hampshire;
- The partners are each at least eighteen (18) years of age and are mentally competent to consent to contract;
- The partners are responsible for each other's common welfare and financial obligations as defined in the section on procedural requirements.

*If you and your same-sex domestic partner meet the above criteria, you may add your same-sex domestic partner/dependent(s) to your medical, dental, and voluntary life insurance. Your same-sex domestic partner and his or her dependents are also eligible for the tuition benefit plan. Documentation may be required to show that your same-sex domestic partner's child(ren) reside with you and are listed on your same-sex domestic partner's income tax return. In accordance with IRS regulations, graduate courses are considered a taxable fringe benefit and USNH will withhold taxes accordingly.*

### 2. **How do I add my same-sex domestic partner to my benefits?**

There are several ways to add your same-sex domestic partner to your benefits at USNH.

#### 3. New Hire

As newly hired Faculty/Staff Member at USNH, if enrollment is completed within sixty (60) days of employment, benefits are effective on the first day of the month following completion and receipt of enrollment materials at your Human Resources Office. If you wish coverage for your same sex domestic partner, you will need to list him or her on the Flex Enrollment form and medical/dental applications and return them to your campus Human Resources Office. Your same-sex domestic partner will have the same effective date of coverage as you. No additional documentation is required beyond the application for the benefit and the affidavit certifying your eligibility for coverage as a same-sex Domestic Partner.

#### New Partner Registration

You have 30 days from the date you and your same sex domestic partner have been each other's sole partner for at least six (6) months, to notify your campus Human Resources Office that you wish to apply for same-sex domestic partner coverage. You must meet all of the partnership criteria as previously explained above. The coverage effective date will be the first day of the month following completion and receipt of enrollment materials at your Human Resources Office.

#### Annual Open Enrollment

The Benefits Office holds an annual Open Enrollment period, usually in October/November, during which you can change benefits, including adding or deleting persons covered under your benefits. No additional documentation is required beyond the application for the benefit and the affidavit certifying your eligibility for coverage as a same-sex domestic partner and the necessary steps listed in the Open Enrollment materials mailed to you. Any additions made during Open Enrollment are effective January 1 of the following calendar year.

### Qualified Status Change

If your same-sex domestic partner involuntarily loses his or her group health/dental insurance, he or she can be transferred onto your USNH health/dental insurance coverage. Additional paperwork must be completed by your partner's employer stating the loss of coverage. This must be done within 30 days of the date your partner's coverage ended.

#### **4. What if my partner and I terminate our relationship?**

If you and your same-sex partner terminate your relationship, you must remove that person from your benefits. The deletion must occur within 30 days of the termination in order for the former partner to be eligible for continuation of medical and dental coverage under COBRA. We can remove a former partner after 60 days; however, no COBRA continuation will be available for that former partner.

#### **5. If I have terminated a same-sex domestic partner relationship, when am I eligible to add another same-sex domestic partner to my medical and dental plan?**

You are eligible to add another same-sex domestic partner six (6) months after establishing a new relationship.

#### **6. If my same-sex domestic partner and I both work at the University System of New Hampshire, can we both cover each other as well as our dependents?**

The faculty/staff member and dependent(s) can only be covered once. For example, you cannot have your own health insurance (or dental insurance) and be listed as a dependent on your same-sex domestic partner's coverage. Essentially you cannot have double coverage. Each faculty/staff member can elect a different health or dental insurance plan option and you may add your dependents to either coverage, but not to both.

#### **7. Can my same-sex domestic partner's child(ren) be covered by or under my medical and dental plan(s)?**

Yes, provided they reside with you and are listed on your partner's income tax return as a dependent. They can be added during one of the events listed in question 2. If your partner's child(ren) do not meet the criteria of residing with you and is not listed as a dependent on your partner's income tax return now, but may be in the future, you have 30 days from the date all the criteria are met to add him or her to your benefits. Children must be removed when they no longer meet the eligibility criteria for each benefit. When children are removed within the appropriate time frame, COBRA continuation information will be sent so that coverage may be continued. You do not have to cover your partner if you want to cover his or her children as long as they meet the eligibility criteria listed above.

#### **8. If I currently provide medical and/or dental coverage to a previous spouse, can I add my same-sex domestic partner and their dependent(s) to my plan?**

Only one adult dependent; i.e., spouse or adult same-sex Domestic Partner may be covered at a time.

#### **9. Will I be able to increase or decrease the amounts of my flexible spending accounts when I add my same-sex domestic partner?**

A same-sex Domestic Partner and their dependents are not qualified under IRS Section 125 regulations, therefore, you may not change your flexible spending account amounts.

#### **10. What is imputed income and why is it added to my paycheck when I cover a same-sex domestic partner?**

Imputed income is the fair market value of the additional coverage. Unlike health and dental coverage for other family members, the value of the additional coverage is a taxable benefit. Imputed income is separate and in addition to your bi-weekly plan cost. You may have imputed income even if you have no payroll deduction for your health or dental plan i.e. Option B Dental single coverage options has no employee contributions at this time.

#### **11. Is the imputed income fully taxable?**

Yes, same-sex domestic partner imputed income is subject to both Federal and FICA taxes and will be included on your year end W-2 Form.

#### **12. Are there situations where I would have no imputed income?**

Yes. Based on IRS requirements, imputed income only applies for coverage of an individual who is not your tax dependent. If you claim your same-sex domestic partner as your tax dependent, you should have no

imputed income.

**Under what circumstances will my same-sex domestic partner qualify as a dependent of mine?**

IRS Section 152 states that you may claim your same-sex domestic partner as a tax dependent if the dependent meets the following five (5) requirements:

1. The dependent must have gross income of less than \$2,750.00 in the calendar year;
2. The employee must provide over ½ of the dependent's support for the calendar year;
3. The dependent must fall within nine categories of relationship to the employee;
4. The dependent must not have filed a joint return with their spouse for the tax year;
5. The dependent must satisfy a citizenship or residency test.

If all of the above requirements are met, then USNH could exempt the value of the benefit from Federal and FICA taxation. We strongly urge you to consult your tax advisor. You may be required to submit documentation that your dependent meets all of the above items.

**Is my same-sex domestic partner eligible for the tuition waiver benefit?**

Yes, if you meet the requirements and definition of a same-sex domestic partner, they and their dependents are eligible for the tuition waiver benefit as outlined in USNH policy.

Please refer to the **Tuition Waiver Fact Sheet** included with this package and USNH Policy (USYV.A.9) for further details.

## ***Affidavit of Same-Sex Domestic Partnership***

We, \_\_\_\_\_, and  
(Name of USNH faculty/staff member)

\_\_\_\_\_, certify that:  
(Name of same-sex domestic partner)

1. We are of the same gender.
2. We share the common necessities of life.
3. We are not married to anyone, nor do we qualify for coverage as a common-law spouse.
4. We are at least eighteen (18) years of age or older and are mentally competent to consent to contract.
5. We are not related by blood closer than would bar marriage in the state of New Hampshire, and are mentally competent to consent to contract.
6. We are each other's sole same-sex domestic partner, responsible for our common welfare, and intend to remain so indefinitely.
7. This relationship has been in existence for the past period of six (6) consecutive months or more.
8. ***Two of the following conditions exist (please check those that apply; confirming documentation may be solicited):***
  - A.** We have common or joint ownership of a residence (home, condo or mobile home).
  - B.** We have at least two of the following:
    - \_\_\_ 1. Joint ownership of a motor vehicle
    - \_\_\_ 2. Joint bank account(s)
    - \_\_\_ 3. Joint credit card account
    - \_\_\_ 4. Lease for a residence identifying both partners as tenants
  - C.** The same-sex domestic partner has been designated as a beneficiary for:
    - \_\_\_ 1. USNH Life Insurance
    - \_\_\_ 2. Retirement Annuity Contract
    - \_\_\_ 3. Faculty/Staff member's will
  - D.** A "relationship contract" has been executed which obligates each of the parties to provide support for the other party and provides, in the event of termination of the same-sex domestic partnership, for a substantially equal division of any property acquired during the relationship.
9. We understand that same-sex domestic partners are subject to the same window period governing all other employees who are covered by or applying for benefit plan coverage. Any qualified family status

changes are subject to a thirty (30) day enrollment period limit, commencing from the date of the event.

10. We agree to notify the campus HR office within thirty (30) days of the termination of our same-sex domestic partnership. A written termination statement shall be provided to the campus HR office, affirming that the partnership has terminated and that a copy of the termination statement has been mailed to the other partner.
11. Another Affidavit of same-sex Domestic Partnership for benefit coverage cannot be filed until six (6) months after a statement of termination of the previous partnership has been filed with the campus HR office.
12. We understand that any person, employer, or company who suffers any loss because of false statements contained in an Affidavit of same-sex Domestic Partnership may bring a civil action against us to recover their losses, including reasonable attorney fees.
13. We understand that electing same-sex Domestic Partner benefit coverage may have legal implications, including taxability of benefits provided, and that before signing this Affidavit we should seek competent legal and accounting advice concerning such matters.
14. We provide the information in this affidavit to be used by the USNH Benefits Office for the sole purpose of determining our eligibility for same-sex domestic partnership benefits. We understand that this information will be held confidential and will be subject to disclosure only upon our expressed written authorization or pursuant to a court order.
15. We affirm, under the penalty of perjury, that the ascertainments in this affidavit are true to the best of our knowledge.

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*Signature of faculty/staff member*

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*Signature of domestic partner*

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*Social Security Number*

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*Domestic partner Social Security Number*

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*Date of birth*

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*Domestic partner's date of birth*

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*Date*

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*Date*

**Affidavit of Same-Sex Domestic Partnership**

*To be completed by a notary public*

State of: \_\_\_\_\_

County of: \_\_\_\_\_

\_\_\_\_\_, after first being duly sworn, declares that:  
(USNH Faculty/Staff member)

The assertions in this declaration are true to the best of my knowledge. I understand this form is not an application for health/dental coverage and that the purpose for this form is to establish the eligibility of persons named herein for same-sex domestic partner coverage provided under the University System of New Hampshire.

Subscribed and Sworn before me by \_\_\_\_\_ this  
(USNH Faculty/Staff Member)

\_\_\_\_\_ day of \_\_\_\_\_ 200\_\_.

\_\_\_\_\_  
*Notary's Signature*

(Notary Seal)

Declaration of Termination of Same-Sex Domestic Partnership

I, \_\_\_\_\_, certify and declare that:  
Faculty/Staff Member – Print Name

\_\_\_\_\_ and I are no longer same-sex domestic partners  
Same-Sex Domestic Partner – Print Name

Effective as of \_\_\_\_/\_\_\_\_/\_\_\_\_.

*I understand that coverage for my former same-sex domestic partner and his/her dependent children will discontinue as of the termination date indicated above. The deletion must occur within thirty (30) days of the partnership termination in order for my former partner to be eligible for COBRA continuation. By filing this form within thirty (30) days of the partnership termination, USNH will directly mail my former same-sex domestic partner information on COBRA coverage. I understand I may also terminate USNH benefit coverage for my former same-sex domestic partner after the thirty (30) day period, though in this event no COBRA information will be sent to him/her.*

1. The Declaration of Same-Sex Domestic Partnership attested to and filed by me with USNH shall be and is terminated as of this date; and
2. The termination of the Declaration of Same-Sex Domestic Partnership is a result of either termination of the partnership or death of the partner; and
3. I understand that another Declaration of Same-Sex Domestic Partnership cannot be filed until six (6) months from the date the relationship ends (as indicated above); and
4. In the event that termination of this relationship is not due to the death of my same-sex domestic partner, I have mailed a copy of this notice to my former same-sex domestic partner at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Former same-sex domestic partner's address)



I affirm, under penalty of perjury, that the above statements are true and correct.

\_\_\_\_\_  
(Faculty/Staff Signature)

\_\_\_\_\_  
(Date)